

FORM MR-RC (SMO)
Revised August 9, 2006
RECLAMATION CONTRACT

Mine Name:

Other Agency File Number:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED
MAR 09 2009

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DIV. OF OIL, GAS & MINING

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Cargill Company the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. S 0210032 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Coughlin Company
Operator Name

By Darren Coughlin
Authorized Officer (Typed or Printed)

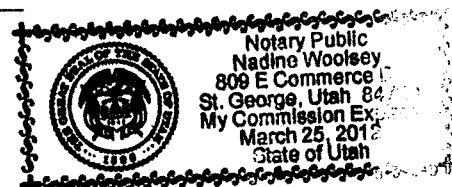
Pres.
Authorized Officer - Position

[Signature] 2.25.09
Officer's Signature Date

STATE OF Utah)
) ss:
COUNTY OF Washington)

On the 25 day of Feb, 2009, Darren Coughlin personally appeared before me, who being by me duly sworn did say that he/she is an pres. (owner, officer, director, partner, agent or other (specify)) of the Operator Coughlin Company and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

[Signature]
Notary Public
Residing at St George, UT
3-25-12
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

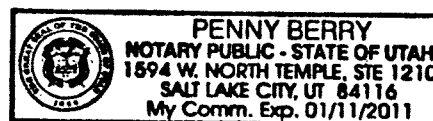
3/12/09
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 12 day of March, 2009, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry
Notary Public
Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: land slope rock

Mine Name: Beryl Pit

Permit Number: SD210032

County: WA

Disturbed Acres: 5

Operator Name: Cayhlin Company L Inc.

Operator address: 809 E Commerce Dr. St Beryl UT 84290

Operator telephone: (435) 634-1266

Operator fax: (435) 674-5119

Operator email: Nadine @ cayhlincompany.com

Contact: Nadine

Surety Type: Letter of Credit

Held by (Bank/BLM): Village Bank

Surety Amount: 15000.00

Surety Account Number:

Escalation Year: 09

Tax ID or Social Security (for cash only):

Surface owner: BLM

Mineral owner: BLM

UTU and/or ML number:

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov



THE VILLAGE BANK

IRREVOCABLE LETTER OF CREDIT

June 17, 2008

Irrevocable Letter of Credit Number:

Account Party's Name: Coughlin Company, Inc.

Account Party's Address: 809 East Commerce Drive
St. George, UT 84790

BLM - UT - 950
2008 JUN 20 AM 9:07

To: Utah Division of Oil, Gas, and Mining
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, UT 84114-5801

United States Department of Interior
Bureau of Land Management
Utah State Office
P.O. Box 45155
Salt Lake City, UT 84145-0155

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings to the United States Department of Interior BLM and Utah Division of Oil, Gas, and Mining in the amount of (\$15,000.00) Fifteen Thousand Dollars. This Letter of Credit is payable at The Village Bank's office at 294 East Tabernacle, St. George, UT 84770, and expires with our close of business on June 17, 2009, or any automatically extended expiration period.
2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, in any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.
3. The Village Bank will notify the BLM Office at P.O. Box 45155, Salt Lake City, Utah 84145-0155 and Utah Division of Oil, Gas, and Mining Office at 1594 West North Temple, Suite 1210, Box 145801, Salt Lake City, Utah 84114-5801 if it does not plan to renew this Letter of Credit at least 90 days prior to the expiration date of this letter.
4. This Letter of Credit will automatically renew each year unless The Village Bank notifies the BLM and Utah Division of Oil, Gas, and Mining in writing as outlined in paragraph 3 above. The Bureau of Land Management and Utah Division of Oil, Gas, and Mining may collect under the terms of this letter if obligor defaults on any provision it has with BLM and if obligor fails to replace the Letter of Credit within 30 days of the expiration date.
5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, of the laws of the State of Utah.
6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

Adam K. Rich
Loan Officer
The Village Bank

TRANSFERS

DEFICIENT TRANSFERS

1. A transfer comes in with both signatures, it is routed to the Minerals Program Manager.
2. The Minerals Program Manager gives the transfer to the Bond Coordinator.
3. The Bond Coordinator then creates a task ID number for TRN and SUR. Makes entries on Foxpro and MTS.
4. The Bond Coordinator copies the MRRC and Surety documents.
5. The original Transfer and copies of the MRRC and Surety documents are given to the Scanning Tech.
6. The Scanning Tech scans all the documents and sends an email to the Lead with the documents attached.
7. The Lead prepares a deficiency letter. In the letter DOGM allows the transferee 30 days to provide a surety, MRRC and replacement pages of the NOI. The draft is forward to the Minerals Program Manager to add comments and forwards to the Bond Coordinator.
8. The Bond Coordinator finalizes the letter and sends it in the mail. The TRN task is put to history. Comments added to Foxpro and the MTS. A copy of the letter is then forward to the Scanning Tech.
9. The Scanning Tech scans and forwards to the PIC.

APPROVED TRANSFERS

1. Follow steps 1 – 6 listed above.
2. The Bond Coordinator copies the approved MRRC and Surety documents and forwards to the Leads.
3. The Lead prepares an approval letter, pulls the file and incorporates the approved replacement pages of the NOI. The draft letter and file is forward to the Minerals Program Manager to add comments and forwards to the Bond Coordinator.
4. The Bond Coordinator finalizes the letter and sends it in the mail. The TRN task has been updated to approved. Comments are added to Foxpro and the MTS. Copies of the approval letter, MRRC and Surety documents are attached to the file and forward to the Scanning Tech.
5. The Scanning Tech scans all documents and sends the file back to the PIC.

LEADS SHOULD CC THE BONDING COORDINATOR ON ALL LETTERS!!!

This form is designed to assist the claimant or operator in submitting the information required for a Notice of Intent. This form does not need to be used for submittal of a Notice, but the same information must be included in any Notice submitted.

Claimant Information:

Name: (1) Preston L. Hefen (2) _____

Address: 115 South Main _____

Telephone: Vega, UT 84782 _____

(435) 674-2760 _____

Name: Color Country Rock LLC
Address: 291 E. 1400 S, Suite 101
St. George, UT 84790
Telephone: (435) 654-1805

[illegible]

Location of Proposed		Range		Section		Acres	
Township	<u>35</u>	South,	Range <u>17</u>	West,	Section <u>35</u>	<u>56</u>	<u>1/4</u>
Township		South,	Range	West,	Section		<u>1/4</u>
Township		South,	Range	West,	Section		<u>1/4</u>
Township		South,	Range	West,	Section		<u>1/4</u>
Township		South,	Range	West,	Section		<u>1/4</u>

Please attach an accurate map or understandable sketch of the area. Maps should be scaled to clearly show areas of proposed surface disturbance.

F-260.667

N 4.177.012

SUPERCEDED

FAX



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PAGE 01

INFORMATION REQUIRED FOR
A NOTICE

This form is designed to assist the claimant or operator in submitting the
information required for a Notice of Intent. This form does not need to be

Proposed Operations

Estimated Period of Operations: Quarry, Open Cut

Describe the type of operations and how they will be conducted, including the location and size of areas where surface disturbance, structures, facilities, etc., are proposed. Calculate the total acreage of proposed disturbance (One acre = 43,560 sq. ft.):

Rock will be drilled & blasted, broken rock will be either crushed on-site and hauled to final use or storage or hauled and crushed off-site. The area to be mined is shown on the attached map (plate 1). Total disturbance will be less than 1/3 acres.
5/13/07

Access Routes

Describe any proposed improvement of existing roads:

Access is on State Highway 18 from Ft. George to Enterprise (27 miles). The N. Highway 18 junction for approximately 10 miles to a Rural Paved Road that accesses the old Estabrook Mine (3 miles due west) to a north trending improved gravel road (1 mile) then NW for approximately 1/2 mile on secondary gravel road.

Describe new roads proposed (include length, width, estimated maximum cutbank height, and type of equipment used):

No new roads will be constructed. The 1/2 mile of secondary gravel road to the quarry site will be graded locally to facilitate access.

Existing Disturbance

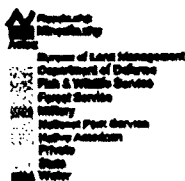
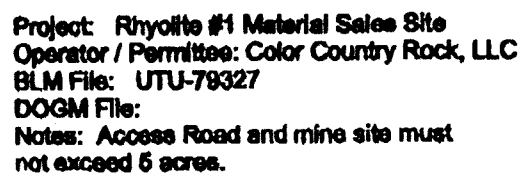
Describe any existing surface disturbance, structures, facilities, etc.. A map or sketch showing existing surface disturbance, structures, facilities, etc. is recommended.

Currently there is no disturbance or structures at the quarry site. It appears that an old garbage dump may have existed along the 1/2 mile access road to the quarry site. This area appears to have been partially reclaimed.

APPROVED

MAY 17 2007

DIV. OIL GAS & MINING



BERTL JUNCTION
QUAD



Scale: 1:24,000

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PAGE 02

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SDU

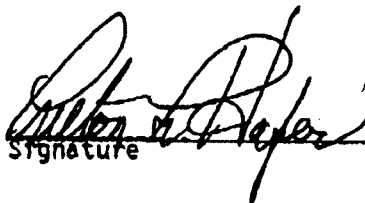
PAGE 02

Proposed Reclamation

Describe any proposed reclamation procedures or other measures to be taken to prevent unnecessary or undue degradation of public lands:

1. Where soil is present, it will be stockpiled for spreading over mined areas at the conclusion of mining.
2. Mined areas will be revegetated to the extent possible in so far as is practical.
3. Reclaimed areas will be seeded w/ seed mix as specified by B.
4. Seeding will be accomplished in late fall or early spring to allow optimum seed germination.
5. Waste materials will be disposed of promptly at an appropriate waste disposal site.

Reclamation of all areas disturbed will be completed to the standards described in 43 CFR 3809.1-3(d) and reasonable measures will be taken to prevent unnecessary or undue degradation of Federal lands during operations.


Signature

7/3/01
Date

SUBMITTED

Preston L. Hafen
115 South Main
Veyo, Utah 84782
(435) 574-2760

Telecopy No. (435) 574-2760

Date: 7/1/01

We are sending 5 Page(s) including transmittal sheet

TO: Company: Utah State Dept. of Oil, Gas & Mining
Attention: Doug Jansen
Telecopier No: (801) 359-3740

FROM: BLM COUNTRY ROCK, LLC

RE: PRESTON HAFEN

RECEIVED

JUL 02 2001

DIVISION OF
OIL, GAS AND MINING

Comments: Permit to mine from Rhyolite #1 pit in Sec 35, T35S,
R17W, Iron Co., UT
See BLM Contract # UTU-79327 (included in FAX)

If transmission is interrupted or quality is poor, please telephone (435) 574-2760

SUPERCEDED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CONTRACT FOR THE SALE OF MINERAL MATERIALS

FORM APPROVED
OMB NO. 1004-0103
Expires: October 31, 2002

Office Cedar City Field Office
Contract Number UTU-79327

The UNITED STATES OF AMERICA acting through the Bureau of Land Management and you, the purchaser, make this AGREEMENT, under the authority of the Act of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601 through 604), and the regulations at 43 CFR, Group 3600.

We agree:

Sec. 1. *Contract area* - Under the terms and conditions of this contract, the United States sells to you and you buy the mineral materials listed in Section 2 and contained in the following lands as shown on the map and mining plan attached to this contract:

COUNTY	STATE	TOWNSHIP	RANGE	SECTION	ALIQUOT PARTS	MERIDIAN	ACREAGE
Iron	UT	T. 35 S.	R. 17 W.	Sec. 35	S 1/2 SE 1/4 (See attached map)	SLPM	5.0

Pit Name (if any): Rhyolite #1

Sec. 2. *Amount and price of materials* - The United States determines the total purchase price by multiplying the total quantity of each kind of mineral material designated by the unit price given below, or as changed through reappraisal.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
Rhyolite	5000 cyds	\$0.40	\$2000.00
TOTAL	5,000 cyds	\$0.40	\$2000.00

BLM's determination of the amount of materials that you have taken under the contract is binding on you. You may appeal this determination as provided in Sec. 16.

You are liable for the total purchase price, even if the quantity of materials you ultimately extract is less than the amount shown above. You may not mine more than the quantity of materials shown in the contract.

Sec. 3. *Payments, title, and reappraisals* - You receive title to the mineral materials only after you have paid for them and extracted them. You may not extract the materials until you have paid in advance for them either: ☒ in full, or ☐ in installments of \$ _____ each.

☒ If you pay in full in advance, BLM will check this box, and subsections 3(a) through 3(c) do not apply to your contract. You must pay in full for all sales of \$2,000 or less.

(a) If you pay in installments, you must pay the first installment before BLM approves the contract, and you must pay the second installment before beginning to extract the minerals.

(b) Your next installment payment becomes due when the value of the materials you extract is equal to the amount of the second and any later installments you have already paid.

(c) The United States will retain the first installment as security for your full and faithful performance and will apply it to the last installment required to make the total payment equal to the total price given in section 2.

The total purchase price equals the sum of the total quantities removed, multiplied by their respective unit prices. The balance due when less than a full installment remains to be paid is the value of the material remaining under this contract. You must pay the total purchase price not later than 60 days before the contract expires.

(Continued on reverse)

If you are late making an installment payment, you must not remove any more material until you have paid. Removing material you have not paid for is trespass, and for trespass you must pay at triple the appraised unit price, or at triple the reappraised unit price if BLM has made a reappraisal. To resume removal operations after you were late making payments, you must obtain BLM's written approval.

Sec. 4. *Risk of loss* - You assume complete risk of loss for all materials to which you have title. If material covered by this contract is damaged or destroyed before title passes, you are liable for all loss suffered if you or your agents are directly or indirectly responsible for the damages. If you are not responsible for the damage or destruction, you are liable only to the extent that the loss was caused by your failure to remove the material under the terms of this contract. You are still liable for breach of contract or any wrongful or negligent act.

Sec. 5. *Responsibility for damage to materials not sold to you* - You are responsible for loss or damage to materials not sold whether you are directly or indirectly responsible. You are also responsible for not performing under the contract according to BLM's instructions. If the United States incurs any costs resulting from your breach of any contract terms or from your failure to use proper conservation practices, you are responsible. If the damage resulted from willful or gross negligence, you are liable for triple the appraised value of the damaged or destroyed materials. If the damage or destruction did not result from willful or gross negligence, you are liable for lesser charges, but not less than the appraised value of the materials.

Sec. 6. *Stipulations and reserved terms* - Your rights are subject to the regulations at 43 CFR Group 3600 and to any stipulations and the mining plan attached to this contract.

☒ BLM will check this box if there are stipulations attached to this contract.

BLM - Cedar City Field Office
Reclamation Standards for mineral material sales and free-use permits

1. At the earliest feasible time, the operator will reclaim the area disturbed. Reclamation will include reasonable measures to prevent or control on-site and off-site damage of public lands.
2. Reclamation will include but not be limited to:
 - a. Controlling erosion, landslides, and water runoff;
 - b. Isolating, removing, or controlling toxic materials;
 - c. Reshaping disturbed areas, applying topsoil and revegetating;
 - d. Controlling noxious weeds invading the site; and
 - e. Rehabilitating wildlife habitat.
3. Access roads, unless otherwise approved by the authorized officer, will be closed by reshaping the disturbed area to near original contours, scarifying where compaction prevents seed covering, and revegetating with the mixture determined by the authorized officer. Waterbars will be placed on steep inclines and access blocked to future vehicular traffic.
4. Unless otherwise approved in the permit, all high walls, pits or material piles will be recontoured to slopes not steeper than 3:1 and revegetated using the recommended mixture.
5. Seeding of disturbed areas will be done between October 15 and December 15. Seed should not be placed on top of deep snow. Seedbeds will be prepared to a depth of 6 inches by ripping, disking, or harrowing. Seed will be planted with a rangeland or farm drill or broadcast seeded. If broadcast seeded, the seed will be harrowed or raked 1/4 to 1/2 inch into the soil. The seed amount will be doubled if the area is broadcast seeded. The recommended seed mixture to be used will be determined by the authorized officer.
6. All hazardous materials or substances produced by the operation will be disposed of in accordance with applicable federal and state laws. All waste, debris, buildings and materials will be removed from the site and deposited at appropriate waste facilities.
7. Additional reclamation requirements may be needed on a case-by-case basis. These additional requirements will be issued by the authorized officer after consultation with the operator.
8. The authorized officer will be notified within 10 days of final reclamation.

SUPERCEDET

BLM - Cedar City Field Office
Stipulations for mineral materials sales contracts and free-use permits

1. All topsoil will be removed and stockpiled on-site prior to removal of mineral materials. No trees will be removed without permission from the authorized officer.
2. All materials such as human waste, garbage, petroleum products and equipment will be removed from the site. No hazardous materials will be allowed on-site.
3. All fences, land improvements and survey monuments will be avoided. The permittee will be responsible for the resurvey and restoration of any improvements or survey monuments obliterated during operations.
4. Wildlife, wild horses and livestock will not be harassed or harmed. The permit may be terminated if any special status species or habitat are found in the project area.
5. Any cultural resources encountered will be immediately reported to the Bureau of Land Management. Operations will cease upon discovery of any cultural material. Operations will not resume until the material has been analyzed and additional clearance granted.
6. No blasting is allowed without permission from the authorized officer.
7. No work should be done under wet soil conditions when ruts of three inches or deeper result from road use. The permittee will be responsible for reclamation of roads used under these conditions.
8. Traffic will be restricted to existing roads unless permission is obtained from the authorized officer. No new roads will be permitted without prior authorization.
9. The permittee will be responsible for the safety of the public entering the area during operations. This may include such things as temporary barricades around the area being excavated during operations. BLM will not be responsible for accidents which occur on public land.
10. Noxious weeds, as determined by the Utah Commissioner of Agriculture and Weed Board for the applicable county, shall be controlled by the permittee. Target species include, but are not limited to, Scotch thistle, knapweed and whitetop.
11. No materials may be sold or bartered to other agencies or individuals. No permission may be granted to any other agency or individual to remove materials from the permit area.
12. Mineral materials will not be removed prior to issuance of a free use permit or after the permit has expired. It is the responsibility of the permittee to initiate permit re-issuance if continued removal from an expired permit is desired.
13. Only the amount of mineral materials stipulated in the contract will be removed. The removal of any additional material will be considered a trespass action.
14. The permittee will keep a log of every time mineral materials are removed and the amount removed. This log may be inspected by BLM personnel at any time. A copy of the log will be supplied to the BLM at the end of the permit or on a yearly basis, whichever comes first.
15. All regulations stated in 43 CFR 3600 will be followed or the permit will be revoked.
16. These standard operating procedures and a copy of the contract will be kept with the permittee during operations.

SUPERCEDED